

Subject: Re: Justice Gorsuch - GMU Letter

Date: Friday, June 22, 2018 at 7:57:19 AM Eastern Daylight Time

From: Jessica Jones

To: Jessica Bartlow

Jamil is still working on it. He's in Israel and is back next week. I'll have a better update for you then if you guys haven't heard from him.

Thanks!

From: Jessica Bartlow <[REDACTED]>

Date: Thursday, June 21, 2018 at 4:55 PM

To: Jessica Jones <jjones76@gmu.edu>

Subject: Justice Gorsuch - GMU Letter

Hi Jessica,

We are awaiting the revised GMU letter for Justice Gorsuch. Any word on the ETA? Thanks.

Best,
Jessica

Subject: RE: paperwork

Date: Tuesday, May 8, 2018 at 3:40:39 PM Eastern Daylight Time

From: Jessica Bartlow

To: Jessica Jones

Thanks. Yep, it's blocked here. He'll have to use his laptop to access it.

From: Jessica Jones [mailto:jjones76@gmu.edu]

Sent: Tuesday, May 08, 2018 3:39 PM

To: Jessica Bartlow

Subject: Re: paperwork

<http://office365.gmu.edu/mail-page/index.html> and log in button. Takes you to:
https://sts.gmu.edu/adfs/ls/?client-request-id=f72981d4-3ddb-491a-9cd5-521665abbb37&username=&wa=wsignin1.0&wtrealm=urn%3afederation%3aMicrosoftOnline&wctx=estsredirect%3d2%26estsrequest%3drQIIAY2RO2_TUACFe-PEqF1ACDEwoYoBiK59H35GdHDkkFfrNE1J4ywofVt4tzgOE3aBRB_oHPFxBgkkBADgn_QqQMs7R9ATlgFRhKxMPYMN852pO885LCAC_fQvxC4JERBgKHL9t_SW6u3fj68sHvy4071dffdm77b7-op-DafjwRfG8yB-thmo7GBVfkk3TAWF9gQRC5PIVkwWWxyKY98RMA5wDMM6pCFQVLSEYaojomCFNBczsU0mFurJYl2TVgw51fKgihAPXo8SRtlvM9YYxSUOyBEuiY_9XZjVgSfx0xMbKfcCmQ54Vuob01LJ3AkrFvP2Kp3aaMwONhtV0yZb5abTGcBNXY0ng_Zj_CS07ZbcjW1k103D3I2MUuhF1XotMd0Dh0RjjVSj2V5TM8pKgorFFDXaKTy0HHg4qB_J5eH2ru71n3l6101oy5_BOXcllx84fuEkZsMzjmcjfxh551nwl5tBuT9Z8Ca3MP3o-cf7xx2z_OpS7L1_R1bOcmKxfyRWepE3mPbyra1Oq9GcYWorSp03baNjOLxFrLZfq0nM3dAL-IQHJzz_nQc_-ZXPq1d452Lt1uIJDsIZlu0u1gtUKyDU_Qs1

From: Jessica Bartlow <[REDACTED]>

Date: Tuesday, May 8, 2018 at 3:35 PM

To: Jessica Jones <jjones76@gmu.edu>

Subject: RE: paperwork

Hi Jessica,

Can you send me the link to externally access gmu email?

I'm trying a page that I think it is, but the Supreme Court is blocking access.

From: Jessica Jones [mailto:jjones76@gmu.edu]

Sent: Tuesday, May 08, 2018 3:17 PM

To: Jessica Bartlow

Cc: John Edward Scherrer; Arielle Goldberg; David Feder

Subject: Re: paperwork

Jessica,

My apologies, HR sent me two numbers in error. The G# should be [REDACTED]

From: Jessica Bartlow <[REDACTED]>

Date: Tuesday, May 8, 2018 at 3:14 PM

To: Jessica Jones <jjones76@gmu.edu>

Cc: John Edward Scherrer <jscherr@gmu.edu>, Arielle Goldberg <[REDACTED]>, David Feder <[REDACTED]>
Subject: RE: paperwork

Hello all,

I successfully registered for TWEN, but am having difficulty getting past step 3. The instructions (cut & pasted below) indicate the G number will have 8 digits, but the one below has 7. Am I missing something?

Thanks,
Jessica

To get your Mason username and password please enter your G number and Claim Code below. **G Number** is your 9-character identification number that starts with a capital G and is followed by 8 digits (numbers).

From: Jessica Jones [mailto:jjones76@gmu.edu]
Sent: Tuesday, May 08, 2018 10:11 AM
To: Jessica Bartlow
Cc: John Edward Scherrer
Subject: Re: paperwork

Jessica,

Please follow the directions below to access the Justice's gmu email.

GMU Email: ngorsuch@gmu.edu
G#: 1262439

1. Go to <https://password.gmu.edu>
2. Select Option 1: Activate Patriot Pass
3. Enter G Number
4. Enter Claim Code: Your birthday in 6-digit format (dd/mm/yy)

To access TWEN, the Justice will need a Westlaw account from GMU. John, who is cc'ed here, can help with that.

From: Jessica Bartlow <[REDACTED]>
Date: Monday, May 7, 2018 at 9:47 AM
To: Jessica Jones <jjones76@gmu.edu>
Subject: RE: paperwork

Hi Jessica,

Attached. Many thanks.

From: Jessica Jones [mailto:jjones76@gmu.edu]

Sent: Friday, May 04, 2018 4:31 PM
To: Jessica Bartlow
Subject: Re: paperwork

Jessica,

To get the Justice a GMU id #, which is required for TWEN, could you please have him fill out the attached? I will then push the school to process it as quickly as possible. Thanks!

From: Jessica Bartlow <[REDACTED]>
Date: Friday, May 4, 2018 at 9:25 AM
To: Jessica Jones <jjones76@gmu.edu>
Subject: RE: paperwork

OK – thanks for the update. We do what we can!

Best,
Jessica

From: Jessica Jones [mailto:jjones76@gmu.edu]
Sent: Thursday, May 03, 2018 5:30 PM
To: Jessica Bartlow
Subject: paperwork

Since it is currently 5:30 PM, it should be no surprise that it's taking me longer to get administrivia done on our end than I anticipated. I need to touch base with Jamil about a few things but hopefully, I can update you tomorrow. Sorry.

Jessica Jones
Program Manager
[National Security Institute](#)
Antonin Scalia Law School | George Mason University
3301 Fairfax Drive, Suite 370
Arlington, VA 22201
jjones76@gmu.edu
703-993-8061 (w)



Antonin Scalia Law School
3301 Fairfax Drive, MSN 1G3, Arlington, VA 22201
Phone: (703) 993-8000

July 2, 2018

The Honorable Neil Gorsuch
One First Street NE
Washington, DC 20543

Dear Justice Gorsuch,

It is my pleasure to offer you the position of Distinguished Visiting Professor of Law. I believe you will find George Mason University an exciting and rewarding environment in which to work, and a place where the contributions of faculty are valued.

This offer is subject to the terms and conditions of the Faculty Terms and Conditions of Employment, attached hereto as "Attachment A", which is incorporated herein by reference.

The terms of this offer are as follows:

- **Title:** Distinguished Visiting Professor of Law (position # F048AZ)
- **Term:** June 25, 2018 through June 24, 2021
- **Appointment:** Part-Time 12-month Instructional (PI) Term Faculty appointment, 0.25 FTE. Service in this position is not applied for consideration for tenure.
- **Salary:** \$25,000.00 per year
- **Assignment:** You are assigned to Antonin Scalia Law School and will report to Henry N. Butler. The teaching load for this position is determined according to the School's workload policy.
- **Other Terms:** All compensation for this position will be paid out of state public educational and general funds. The teaching load for this position is for the summer term and other teaching duties to be determined by the Dean, and will be consistent with your ethical obligations and other position.

Your duties to the Supreme Court of the United States and your judicial ethics obligations supersede any obligation arising out of this position at George Mason University. You will retain rights to all intellectual property you produce during the term of this agreement, notwithstanding any statement to the contrary in Attachment A. George Mason University acts independently of all other agencies or divisions of the Commonwealth of Virginia in appointing faculty.

This position does not include Commonwealth of Virginia benefits. George Mason University policies do not prohibit your service as Associate Justice of the Supreme



The Honorable Neil Gorsuch
July 2, 2018

Court of the United States.

If you are a new employee, before your first day of employment, please visit the New Employee Welcome (NEW) Center website (<http://hr.gmu.edu/welcome>), for complete in-processing instructions.

If these terms and conditions are acceptable to you, please sign and date in the space provided below, initial at the bottom right of each page, and return the original to my office. This offer will remain open until close of business on July 31, 2018; if you do not sign and return this offer of employment on or before such time and date, this offer and any contract for employment will be voidable by the University at any time without cause.

I look forward to your acceptance of this offer and to a rewarding professional association in the future. Should you need additional information or assistance, please do not hesitate to call Henry N. Butler. The telephone number is (703)993-8644.

Sincerely,


Henry N. Butler
Dean, Antonin Scalia Law School


S David Wu
Provost and Executive Vice President

I accept the appointment described under the terms and conditions set forth in this letter, including all applicable terms and conditions in the Attachment referenced in this letter. I further acknowledge that I will be governed by all applicable administrative policies and regulations of the University, currently in force and as amended in the future. I also acknowledge that said rules do not create any vested employment rights and that the University reserves the right to reassign me during my term of employment.


The Honorable Neil Gorsuch

7/10/18
Date

CC: Human Resources and Payroll
Office of the Provost

ATTACHMENT A

Faculty Terms and Conditions of Employment

1. Eligibility for Employment. Your employment is contingent upon providing the University, prior to your first day of employment, official documentation of degrees earned. An original transcript from the institution awarding the highest degree mailed to the Office of the Provost will ordinarily satisfy this requirement. Please forward to - Office of the Provost, Attention: Personnel Project Manager, 4400 University Drive MSN 3A2, Fairfax, VA 22030 or to provppm@gmu.edu. You are responsible for providing a certified third-party translation and evaluation of your academic transcripts, if required by the University. Your employment is contingent upon satisfying all federal employment eligibility requirements, including any necessary work authorizations, and is contingent upon compliance with all applicable federal rules and regulations, including but not limited to those federal rules and regulations regarding sponsored research. Your employment is contingent upon making no false or misleading representations in your application for employment. Your employment is contingent upon a successful background investigation; if the results of such investigation are not satisfactory to the University, this contract is voidable by the University. Questions regarding employment-based immigration should be directed to the Office of International Programs and Services.
2. Approval of Appointment. This appointment is subject to approval by the appropriate University administrative officers. The appointment is also subject to the policies and bylaws of the Board of Visitors and approval by the Board of Visitors.
3. Faculty Handbook. Your appointment is subject to all terms and conditions of the Faculty Handbook (the "Handbook") and any future modifications to it. The Handbook, as modified, is hereby incorporated by reference, except as otherwise specifically provided by your offer letter. In the event of a conflict between the Handbook and your offer letter, the terms of your offer letter will take precedence.
4. General Conditions of Employment. George Mason University is an agency of the Commonwealth of Virginia, organized pursuant to statute. As is the case for all University employees, your employment is subject to the Acts of the General Assembly of Virginia, Executive Orders of the Governor, regulations adopted by the Board of Visitors of the University, all applicable regulations, and all policies of the University. As a condition of your employment, you are subject to all applicable practices, policies and procedures of the University, including but not limited to policies regarding conflicts of interests, nondiscrimination, outside professional activities, leave, and intellectual property. It is your responsibility to be aware of these policies and procedures, as well as all others which may apply to you. University policies and procedures are subject to change without notice. You agree to make best efforts to successfully perform your duties under this contract.
5. Benefits. You may be eligible to receive certain benefits provided to Commonwealth of Virginia and University employees. You are responsible for making all decisions and for taking all actions relating to such benefits, within established timeframes and deadlines. Questions regarding benefits should be directed to the Department of Human Resources and Payroll.
6. Taxation and Direct Deposit. All amounts paid by the University to you may be subject to taxation both for reporting and withholding. Any amounts subject to withholding will have taxes withheld in accordance with federal and state law. If you accept this offer and it is your first appointment to George Mason University, you must complete tax forms in order to receive payment. Electronic direct deposit is mandatory for all employees.
7. Assignment. The University reserves the right to change your assignment, as well as your physical location, at any time during the Term of this contract, and you may be reassigned duties as determined by



the University.

8. Outside Activities. You may not engage in any outside activities which interfere with the proper performance of your duties. You are also subject to all University policies regarding outside activities, including policies regarding conflicts of interest.

9. Resignation. If you resign prior to completion of the Term of this contract, you agree to provide notice to the University as provided in the Handbook.

10. General Terms. This contract may be modified only by a written agreement signed by both you and by an authorized employee of the University. The waiver by either party of a breach of any provision of this contract will not operate or be construed as a waiver by that party of any prior or subsequent breaches. All agreements and covenants contained herein are severable, and if an appropriate court declares any such agreement or covenant to be invalid, this contract will be interpreted and applied as if such invalid agreements or covenants were not contained herein. This contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Venue for determination of the legal rights and obligations of the parties to this contract shall be an appropriate court in the Commonwealth of Virginia. This contract contains the entire agreement for employment by and between you and the University for the position stated in this contract. Oral modifications, additions, or supplementation to this contract shall have no effect and shall not bind the parties. This contract supersedes all prior contracts of employment entered into between you and the University. Paragraph headings are mere catchwords and shall not be used in interpretation of the terms of this contract. Digitized signatures of the person signing this offer letter on behalf of the university are effective as original signatures.

11. Availability. All instructional faculty must be available two weeks before classes begin and two weeks after classes end.

12. Reappointment or Extension. Reappointment or extension of the Term, if any, is at the sole option of the University and the University need not provide explanation of the decision to renew or not renew (except as the Handbook otherwise provides for Tenure-Track Faculty). Reappointment depends upon many factors including but not limited to availability of funding, organizational need, or acceptable performance. Reappointments or extensions of Term may be for a different period than the initial Term, and satisfactory performance does not guarantee renewal of appointment. You understand that there is no claim on future employment beyond the Term of this contract. To be valid, any extension or renewal of the Term must be in writing and signed by the Provost or appropriate designee of the University. This contract will expire on the last day of the Term stated in your contract.



New Hire Checklist

Please complete all the items on this checklist to ensure George Mason University receives all required documentation prior to your employment begin date.

Review Contract	Please review, initial each page and sign your contract. If you have any concerns please contact Rachelle Holmes Perkins at (703)993-8966.
Scan and Email Contract	Please scan and email the fully signed contract to cahaurza@gmu.edu Please cc provppm@gmu.edu
Mail Signed Contract	Please mail the original fully signed contract to: Carolina Abaurza-Mathes George Mason University, 3301 Fairfax Dr., IG3 Arlington, VA 22201
Onboarding	Once you return the signed contract to the university, you will receive an email from hr@gmu.edu to complete hiring paperwork online including employment eligibility (I-9), tax forms, and direct deposit information. On or before your first day of employment, please visit the New Employee Welcome (NEW) Center. Here you will sign up for benefits orientation and complete your onboarding process. For more information regarding the NEW Center, including directions, please visit http://hr.gmu.edu/onboarding/ . You will also receive a separate email from applicationstation@truescreen.com to complete the requirements to conduct a background investigation.
New Faculty Orientation	Email (facaffs@gmu.edu) to register for the Office of the Provost New Faculty Orientation. The orientation program will take place the Monday and Tuesday before the start of classes from 8:30am to 4:30pm in the Center for the Arts on the Fairfax Campus. Please also plan to join us for the Mason Faculty Social Hour at the Mason Club immediately after orientation activities on Tuesday. The orientation will provide information about key resources at Mason, include discussions about issues related to faculty success, and offer opportunities to meet and network with colleagues. You will also have the opportunity to meet with representatives from our Human Resources and Payroll Department to learn more about your benefits options and to visit the New Employee Welcome Center. Visit the Office of the Provost New Faculty Orientation at (http://provost.gmu.edu/faculty-affairs-development/new-faculty-orientation/) for more information.
Order Credentials	Per Attachment A, Section I of your contract, your employment is contingent upon providing the University, prior to your first day of employment, official documentation of degrees earned. Please see the below instructions for U.S. Degree vs. International Degree documentation requirements. For U.S. Degrees: An original transcript from the institution awarding the highest degree mailed to the Office of the Provost will ordinarily satisfy this requirement. Please have your <u>official</u> transcript sent to: Office of the Provost, Attention: Personnel Project Manager 4400 University Drive MSN 3A2 Fairfax, VA 22030 Or have it emailed <u>directly</u> from the awarding institution to: provppm@gmu.edu For International Degrees: If your highest degree is from a university or institution outside of the United States, the University requires official degree/credential documentation, a certified third-party translation (if documents are not in English), and a certified third party evaluation. Please see the following instructions regarding each: Order and Have Official Degree/Credential Documentation or Transcripts sent directly to the Office of the Provost. **Official transcripts/credentials can be sent directly from the awarding international university OR we will accept verified transcripts sent with the evaluation package directly from the evaluation company. Have Certified Translation (If documents are not in English) sent to the Office of the Provost. Have Third Party Evaluation of your Highest Degree sent to the Office of the Provost. **When ordering a certified evaluation, we would recommend one of the companies that is a member of NACES. A full list of their member companies can be found at (http://www.naces.org/members.html). Any of these companies is fine, but please be sure that the evaluation includes verification of the degree earned (the US equivalent), the major, and the date the degree was received. This requirement will typically be fulfilled by the general report or a document-by-document report. Please make sure the evaluation package you select includes a verified transcript if you choose this option to fulfill the official transcript requirement. All documents should be sent to the following address: Office of the Provost, Attention: Personnel Project Manager 4400 University Drive MSN 3A2 Fairfax, VA 22030 Or have an official transcript emailed <u>directly</u> from the awarding institution to: provppm@gmu.edu Please Note: We can only accept documents (paper or electronic) that were sent <u>directly</u> to the Office of the Provost from the awarding institution.

Subject: Fwd: Electronic Offer - Distinguished Visiting Professor of Law
Date: Thursday, July 19, 2018 at 12:28:04 PM Eastern Daylight Time
From: Jamil N Jaffer
To: Jessica Bartlow, [REDACTED]

Arielle & Jessica,

Looks like for some reason GMU didn't get the signed context through the electronic system. Could you please resend?

Thanks much; sorry about that - I'm sure it's some glitch on our end.

Best,

JJ

Jamil N. Jaffer
Founder, National Security Institute
Adjunct Professor of Law & Director, National Security Law & Policy Program
[REDACTED]
jjaffer@gmu.edu

Begin forwarded message:

From: Carolina Abaunza-Mathes <cabaunza@gmu.edu>
Date: July 19, 2018 at 1:34:33 PM GMT+2
To: Jamil N Jaffer <jjaffer@gmu.edu>
Cc: Rachelle Holmes Perkins <rholmes6@gmu.edu>
Subject: RE: Electronic Offer - Distinguished Visiting Professor of Law

Morning Jamil,

No, I have not received this. I check my mailbox every day and nothing has been received so far.
When was it sent?

Thanks,
Carolina

From: Jamil N Jaffer
Sent: Wednesday, July 18, 2018 10:50 PM
To: Carolina Abaunza-Mathes
Cc: Rachelle Holmes Perkins
Subject: Re: Electronic Offer - Distinguished Visiting Professor of Law

Just want to confirm you got this – should have been submitted a while ago....did you receive?
Sorry – just digging out of getting the summer program kicked off this week.

Jamil N. Jaffer
Founder, National Security Institute

Adjunct Professor of Law & Director, National Security Law & Policy Program

jjaffer@gmu.edu

nationalsecurity.gmu.edu

From: Carolina Abaunza-Mathes <cabaunza@gmu.edu>

Date: Wednesday, July 11, 2018 at 2:08 PM

To: "Jamil N. Jaffer" <jjaffer@gmu.edu>

Cc: Rachelle Perkins <rholmes6@gmu.edu>

Subject: RE: Electronic Offer - Distinguished Visiting Professor of Law

Morning,

Wondering if you have heard anything? I have not received his contract yet.

Thank you,
Carolina

From: Carolina Abaunza-Mathes

Sent: Monday, July 02, 2018 10:04 AM

To: Jamil N Jaffer

Cc: Rachelle Holmes Perkins

Subject: FW: Electronic Offer - Distinguished Visiting Professor of Law

Hi Jamil,

Here you go.

From: noreply@gmu.edu [<mailto:noreply@gmu.edu>]

Sent: Monday, July 02, 2018 9:54 AM

To: [REDACTED]

Cc: Carolina Abaunza-Mathes; Rachelle Holmes Perkins; Henry N Butler; [REDACTED]

Subject: Electronic Offer - Distinguished Visiting Professor of Law

Dear The Honorable Neil Gorsuch,

It is our pleasure to offer you the position of Distinguished Visiting Professor of Law at George Mason University. Please find attached to this email your official contract as well as a checklist that includes all the information you will need to accept this position. If you have any questions, please do not hesitate to contact the person indicated on your contract. We look forward to your acceptance of this offer and becoming a member of the Mason Family!

Sincerely,
Carolina Abaunza-Mathes

Antonin Scalia Law School
George Mason University
(703) 993-8000

Please do not reply to this e-mail. For contact information, please see the attached checklist.